

**TEXAS DEPARTMENT OF INFORMATION RESOURCES  
VOLUME PRICING CONTRACT  
D&H DISTRIBUTING COMPANY**

This VOLUME PRICING CONTRACT is entered into between the State of Texas, acting by and through the Department of Information Resources (DIR) with its principal place of business at 300 West 15<sup>th</sup> Street, Austin, Texas 78701, on behalf of state agencies as defined in §2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, §61.003) and local governments as defined in §791.003, Texas Government Code; and D&H Distributing Company (Vendor) with its principal place of business at 2525 N. Seventh Street, Harrisburg, Pennsylvania 17110.

The parties agree as follows:

**I. PURPOSE OF THIS CONTRACT**

Vendor shall provide graphing calculators and accessories (products) as described in Invitation to Negotiate DIR-TMP-02-011, to customers in accordance with the terms of this contract. Vendor shall provide products only upon the issuance and acceptance by vendor of valid purchase orders. Customer purchase orders will reference DIR Contract Number DIR-VPC-01-013. A customer may purchase any quantity of product available from vendor at the prices negotiated by DIR. For large orders, vendor and a customer may negotiate quantity price discounts above the DIR pricing discounts. From time to time, vendor may offer other discounts on particular products for qualifying customers (*e.g.*, announced promotion prices, educational discount prices, or similar discount pricing).

If vendor is contacted by, or contacts, a Texas State agency, institution of higher education or unit of local government concerning purchase of products that are already available under this contract, vendor shall make the potential customer aware of this contract and the ability of the potential customer to buy hereunder.

**II. DEFINITIONS**

- a) **"Contract Administrator"** refers to the individual appointed by DIR to administer this contract on behalf of the State of Texas and the authorized customers.
- b) **"Announced Promotion Prices"** are prices offered nationally to specific categories of customers for defined time periods under defined terms and conditions.
- c) **"Educational Discount Price"** means the price offered in a nationally announced promotion, which is limited to educational customers only.
- d) **"Customer"** means any Texas State agency as defined in §2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, §61.003) and local governments as defined in §791.003, Texas Government Code.
- e) **"Purchase Order"** means an electronic or paper document issued by a customer which directs vendor to deliver products pursuant to this contract.
- f) **"Administrative Fee"** is the fee used to defray DIR's cost of negotiating, executing and administering this contract.

- g) **"Manufacturer's Suggested Retail Price"** (MSRP) means the suggested retail price the vendor is asking for the product.

### **III. TERM OF CONTRACT**

This contract shall begin upon execution and end two years from execution date, unless otherwise terminated in accordance with Section V herein. This contract may be extended at the option of DIR for an additional one-year period.

### **IV. ORDER OF PRECEDENCE**

Each purchase order under this contract that is accepted by vendor will be subject to this contract. Purchase transactions between the parties shall be governed by the terms and conditions of this contract and any attachments hereto. In the event of a conflict between a term of this contract or purchase order issued by a customer, the contract term shall control. No additional term or condition of a purchase order issued by a customer can weaken a term or condition of this contract.

### **V. TERMINATION**

The following provisions are applicable in the event this contract is terminated.

a) **Termination for Convenience**

At any time, either party may terminate this contract, in whole or in part, by giving the other party thirty days written notice.

b) **Customer's Rights**

In the event this contract expires or is terminated for any reason, a customer shall retain its rights under the purchase order issued with respect to all products ordered and accepted prior to the effective termination date.

c) **Vendor's Rights**

In the event the contract expires or is terminated for any reason, a customer shall pay vendor all amounts due for products ordered prior to the effective termination date and ultimately accepted.

### **VI. QUANTITY GUARANTEES**

This contract is not exclusive. Customer may obtain products from other sources during the contract term. DIR makes no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or dollar amount of products will be procured.

### **VII. PRICING AND PRODUCTS**

Vendor agrees to the following pricing and product provisions:

- a) The customer prices for products will conform to the price discounts offered by vendor as specified in Attachment A, Graphing Calculator Products and Accessories.
- b) The administrative fee specified in Section X herein shall be included in the prices for the

products set forth on any order form and/or quoted to customer. The administrative fee shall not be broken out as a separate line item.

- c) Vendor may change the price of any product at any time, based upon Vendor's distributor cost change, but Vendor product discount levels shall remain consistent with the discount levels as provided in Attachment A during the agreed period.
- d) Vendor may make product model changes and add new products or product upgrades at any time and the pricing for the same shall incorporate comparable price discount levels as provided in Attachment A. Major product model changes shall be incorporated as soon as possible after the vendor model change announcement.
- e) Vendor agrees to delete obsolete and discontinued products from the DIR product list on a timely basis.
- f) The price to the customer under this contract shall be the lowest price offered by vendor to any governmental entity for the same product. Any violation of this provision may result in this contract being terminated.
- g) The price to the customer under this contract shall include any shipping and handling fees. No additional fees shall be charged to the customer for standard shipping and handling. If the customer requests expedited delivery, they will be responsible for any charges for expedited delivery.
- h) All customers purchasing products under this contract are tax-exempt. No taxes will be invoiced for orders under this contract.
- i) Vendor agrees that any products ordered, but not shipped for any reason, will be shipped at a price that does not exceed the order price once the delay in shipping has been resolved.
- j) Vendor will maintain and support an internet website with product pricing, product descriptions and product specifications. Pricing on the internet website shall include the DIR administrative fee.

## **VIII. INVOICING AND PAYMENT**

All payments for products purchased under this contract and any provision of acceptance of such products shall be made to vendor by the customer.

Invoices shall be submitted by vendor directly to the customer. Invoices must be timely and accurate. Each invoice must match customer's order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the customer's purchase order number or other pertinent information for verification of receipt of the order by the customer.

Customer will endeavor to pay within thirty days of receipt all accurate, timely and complete invoices from vendor. Payment under this contract shall not foreclose the right to recover wrongful payments.

**IX. QUOTATIONS, WARRANTIES, PRODUCT DELIVERY AND RETURN POLICIES**

Vendor will adhere to their then-currently published policies concerning quotations, warranties, product delivery, and return of products sold under this contract. Policies for customer will not be more restrictive nor more costly than those policies for any other like individual, corporation, partnership, governmental entity, or other legal entity for the same product.

Vendor agrees to assign all manufacturers' warranties to customers for all products sold under this contract. With respect to products purchased under this contract, such pass-through warranties shall include warranties in compliance with the requirements of Section XXII.

**X. ADMINISTRATIVE FEE PAYMENT AND REPORTING**

Vendor will pay DIR, on a monthly basis, the fee based on a percentage of the dollar value of purchases made by customers pursuant to this contract. Payment is due based on sales, net of returns and credits, to be figured at the time of invoice to Customer. Vendor will provide payment to DIR fifteen business days after the end of each month. The administrative fee is based on twenty-three hundredths of one percent (0.0023) of each sale made. For example: DIR will receive twenty-three cents (\$.23) for sales resulting from this contract totaling one hundred dollars (\$100.00). DIR will receive two dollars and thirty cents (\$2.30) for sales resulting from this contract totaling one thousand dollars (\$1,000.00).

DIR may change its administrative fee upward or downward during the term of this contract upon written notice to vendor. If DIR changes its administrative fee upward during the term of this contract, vendor may revise product prices to reflect the DIR administrative fee increase.

Vendor agrees to provide monthly contract utilization reports to the contract administrator. The reports will be due fifteen business days after the end of each month. All reports are to be submitted electronically as defined by DIR. The reports will include:

- a) A gross sales report for the period subtotaled by customer name. The report shall be accompanied with a check payable to Texas Department of Information Resources for the DIR administrative fee.
- b) A detailed sales report that includes no less than each customer, order date, ship date, manufacturer, product model, quantity, customer price, extended price, customer purchase order number, billing address, and other information as required by DIR.
- c) Applicable reports as specified in the DIR Policy on Utilization of Historically Underutilized Businesses.

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of this contract or termination of this contract for cause. Vendor's liability for any breach of this Section shall not under any circumstances exceed the amount of administrative fees owed to DIR by vendor.

**XI. CONTRACT ADMINISTRATOR**

DIR shall appoint a contract administrator whose duties shall include but not be limited to the following:

- a) Facilitating dispute resolution between the vendor and customer. Unresolved disputes shall be presented to DIR for resolution.
- b) Advising DIR management regarding vendor's performance under the terms and conditions of this contract.
- c) Receiving and approving monthly contract utilization reports and the administration fee payments.
- d) Periodically verifying that product prices conform with the pricing provisions specified in Section VII herein.

**XII. VENDOR REPRESENTATIVE**

Vendor shall appoint a primary representative to work with the contract administrator to maintain, support and market this contract. DIR reserves the right to request a change in vendor's then-current primary representative if the assigned representative is not, in the opinion of the DIR, serving the needs of the State of Texas and the customers adequately.

**XIII. TRADE SHOW PARTICIPATION**

Vendor understands and agrees that it must participate fully by providing a manned booth display or similar presence at no less than two trade shows or similar functions sponsored by DIR each calendar year at the Vendor's expense. Vendor agrees to display the DIR logo at all trade shows directed toward entities that qualify as DIR Customers.

**XIV. DIR LOGO**

Vendor may use the DIR logo in the promotion of this contract to customers with the following stipulations:

- a) The logo may not be modified in any way;
- b) When displayed, the size of the DIR logo must be equal to or smaller than the vendor logo;
- c) The sole use of the DIR logo will be to communicate the availability of products available under this contract to customers; and
- d) Any other use of the DIR logo requires prior written permission from DIR.

**XV. USE OF SUBCONTRACTORS**

Vendor may subcontract any portion of this contract upon written authorization of DIR. Vendor must comply with the DIR Policy on Utilization of Historically Underutilized Businesses (HUB). Vendor must follow the good faith effort requirements relating to developing and submitting a HUB subcontracting plan before any modifications or performance of this contract involving subcontracting can be authorized by DIR.

Should subcontractors be used, vendor shall remain solely responsible for the performance of its obligations under this contract. All customer payments for products shall be made directly to

vendor.

**XVI. DEFENSE OF INFRINGEMENT CLAIMS**

The Vendor shall protect the State of Texas from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product supplied by the Vendor. Vendor agrees to defend against any and all such claims at Vendor's expense, whether or not such claims become the subject of litigation. DIR will provide reasonable assistance in the defense of such claims if so requested by the Vendor, and if DIR's costs associated with such defense are paid by the Vendor.

**XVII. IMPRACTICALITY OF PERFORMANCE**

A party shall be excused from performance under this contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. A customer may terminate a purchase order if it is determined by the customer that vendor will not be able to deliver product in a timely manner to meet the business needs of the customer.

**XVIII. RECORDS AND AUDIT**

Vendor shall maintain adequate records to establish compliance with this contract until the later of a period of four years after termination of this contract or until full, final and unappealable resolution of all audit or litigation issues that arise under this contract. Such records shall include documentation of the date each customer placed an order, identification of the ordering customer, the product and quantity ordered, including the name of the product and the publisher or manufacturer of the product, the price quoted to the customer for such order, the customer purchase order number, the order date, ship date, shipping address, the invoice sent to the customer relating to the order, the record of customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this contract and such other documentation as DIR may request.

Vendor shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this contract to DIR, the auditors designated by DIR, including auditors of the State Auditors' Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Copies and printouts requested by DIR shall be provided by vendor without charge. DIR shall provide vendor ten business days' notice prior to inspecting, auditing and/or copying vendor's records. Vendor's records, whether paper or electronic, shall be made available during regular office hours. Vendor personnel familiar with the vendor's books and records shall be available to DIR staff and designees as needed to explain the books and records to the extent necessary for the audit or inspection to be performed. Vendor shall provide adequate office space to DIR staff during the performance of an audit.

**XIX. EQUAL OPPORTUNITY COMPLIANCE**

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive

orders, the vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by vendor under this contract. If vendor is found to be not in compliance with these requirements during the life of this contract, vendor agrees to take appropriate steps to correct these deficiencies.

Upon request, vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

**XX. CONFIDENTIALITY**

Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

Under the terms of this contract, DIR may provide vendor with information related to DIR customers. Vendor shall comply with all DIR privacy policy guidelines, including, but not limited to, the requirement that vendor shall not re-sell or otherwise distribute or release to any party, in any manner, DIR customer information.

**XXI. VENDOR CERTIFICATIONS**

Vendor certifies:

- a) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract;
- b) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §31.006 of the Texas Family Code and acknowledges this contract may be terminated and payment withheld if this certification is inaccurate;
- c) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; and
- d) it has not received payment from DIR or any of its employees for participating in the preparation of this contract.

**XXII. TECHNOLOGY ACCESS, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE**

The vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to DIR and each customer purchasing products under this contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of:

- a) providing equivalent access for effective use by both visual and nonvisual means;
- b) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and
- c) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

### **XXIII. COMMODITY SOFTWARE**

Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR unless the agency obtains a waiver from DIR. Therefore, vendor agrees to coordinate all commodity software sales made coincident to this agreement through existing DIR contracts if available. Vendor represents that it:

- a) has negotiated a favorable price with DIR for all commodity software licensed under this Contract based on the aggregate volume of purchases expected to be made by the State of Texas; and
- b) will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, the commodity software to other state agencies within the State of Texas outside of this Contract unless DIR provides notification that DIR has granted a waiver to that state agency to purchase the commodity software outside of this Contract.

This section does not apply to institutions of higher education.

### **XXIV. DISPUTE RESOLUTION**

For disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used.

This contract shall be governed by the laws of the State of Texas. Venue for any dispute is in the District Court of Travis County, Texas.

### **XXV. PREFERENCE TO TEXAS PRODUCTS AND SERVICES**

Vendor agrees to comply with Sections 2155.444 and 2155.4441, Texas Government Code.

### **XXVI. ABILITY TO CONDUCT BUSINESS IN TEXAS**

Vendor acknowledges:



- a) that it is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas or any of its political subdivisions.
- b) and agrees that, to the extent vendor owes any debt or delinquent taxes to the State of Texas, in accordance with §403.055(h), Texas Government Code, any payments vendor is owed under this contract will be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes vendor owes the State of Texas until the debt or delinquent taxes are paid in full.
- c) that it is a "Qualified Information Systems Vendor" as defined in §2157.001, Texas Government Code. All products offered to customer under this contract are listed in vendor's catalogue on file with the Texas Building and Procurement Commission.

#### **XXVII. NOTIFICATION**

Either party may give written notice to the other party in accordance with the terms of this paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery; or three business days after being mailed.

**To DIR (Mail):**

Bill Peek, Manager  
Contracts Department  
Department of Information Resources  
P.O. Box 13564  
Austin, Texas 78711-3564

**To DIR (Physical Delivery):**

Bill Peek, Manager  
Contracts Department  
Department of Information Resources  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701

**To Vendor:**

Kerri Gallaway  
D&H Distributing Company  
2525 N. Seventh Street  
Harrisburg, PA 17110-0967

Either party may change its representative or address above by written notice.

#### **XXVIII. AMENDMENTS**

This contract shall be amended only by written instrument executed by the parties.

#### **XXIX. INVALID TERM AND CONDITION**

If any term or condition of this contract shall be held invalid or unenforceable, the remainder of this contract shall not be affected and shall be valid and enforceable.

**XXX. ENFORCEMENT OF CONTRACT**

A party's failure to require strict performance of any provision of this contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**XXXI. SURVIVAL**

Warranty and service agreements that were entered into between vendor and a customer under the terms and conditions of this contract shall survive the termination of this contract.

**XXXII. ASSIGNMENT**

Vendor shall not assign nor transfer any interest in this contract without prior written approval of DIR.

**XXXIII. BINDING CONTRACT**

This contract has been duly authorized, executed and delivered by vendor and constitutes the valid, legal and binding agreement of vendor, enforceable in accordance with its terms.

**XXXIV. SUIT OR PENDING PROCEEDINGS**

To the best of the vendor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the vendor, which if determined adversely to the vendor will have a material adverse effect on the ability of the vendor to fulfill its obligations under this contract.

**IN WITNESS WHEREOF**, this contract has been executed by the duly authorized representatives of the parties.

**D&H DISTRIBUTING COMPANY**

By: 

Gary Brothers  
President

Date: 1/31/02

**THE STATE OF TEXAS, acting by and  
through the DEPARTMENT OF  
INFORMATION RESOURCES**

By: 

Patrick W. Hogan  
Director of Business Operations

Date: 2-4-02

Legal: 

**VOLUME PRICING CONTRACT**

**ATTACHMENT A**

**GRAPHING CALCULATOR PRODUCTS AND ACCESSORIES**

Department of Information Resources  
 Graphing Calculator Products and Accessories  
 Invitation to Negotiate DIR-TMP-02-011

DIR Contract No. DIR-VP-C-02-013

Manufacturer	Product Description	Model	MSRP	Standard Discount %	DIR PRICE
<b>Product Lines</b>					
Casio	Casio FX7400GPLUS Intermediate Graphing Calculator with Pie charts, bar graphs, broken diagrams, and more	FX-7400G PLUS	\$89.95	53.85%	\$41.51
Casio	Casio CFX9850GPLUS Color Graphing Calculator with AP Statistics & Full Financial Package	CFX-9850G PLUS	\$159.95	55.95%	\$70.45
Texas Instruments	TI73 Graphing Calculator for Middle School	TI-73	\$120.00	35.38%	\$77.55
Texas Instruments	TI73 Graphing Calculator Teacher Pack (10 calculators, a teacher guide, 10 unit to unit link cables, 40 batteries, 3 manuals, a poster, and transparency)	TI-73TP	\$1,200.00	35.38%	\$775.50
Texas Instruments	TI82 Graphing Calculator offers a basic set of graphing tools for mathematics and science coursework.	TI-82	\$110.00	37.38%	\$68.88
Texas Instruments	TI82 Graphing Calculator Teacher Pack (includes 10 TI82 Graphing Calculators, a teacher guide, 10 unit to unit link cables, 40 batteries, 10 manuals, a poster, and transparency)	TI-82TP	\$1,100.00	37.38%	\$688.80
Texas Instruments	Graphing Calculator	TI-83*	\$135.00	40.05%	\$80.93
Texas Instruments	TI83TP Graphing Calculator Teacher Pack (includes 10 TI83 Graphing Calculators, a teacher guide, 10 unit to unit cables, 40 batteries, 10 manuals, a poster and transparency)	TI-83TP*	\$1,350.00	40.05%	\$809.30
Texas Instruments	TI83PLUS Graphing Calculator Upgradeable. Essential for classes ranging from algebra through pre-calculus and biology to physics. It also includes advanced statistics and financial features.	TI-83 PLUS	\$140.00	38.26%	\$86.43
Texas Instruments	TI83PLUSTK Graphing Calculator Teacher Pack (includes 10 TI83PLUS Graphing Calculators, a teacher guide, 10 unit to unit cables, 40 batteries, 10 manuals, a poster and transparency)	TI-83 PLUSTK	\$1,400.00	38.26%	\$864.30
Texas Instruments	TI83PLUS Silver Edition Graphing Calculator With over 1.5 megabytes of available Flash ROM and 24K of available RAM, the TI-	TI-83 PLUS SE	\$170.00	33.13%	\$113.68

Department of Information Resources  
Graphing Calculator Products and Accessories  
Invitation to Negotiate DIR-TMP-02-011

DIR Contract No. DIR-VPC-02-013

Manufacturer	Product Description	Model	MSRP	Standard Discount %	DIR PRICE
Texas Instruments	TI83PLUS Silver Edition Graphing Calculator Teacher Pack ((Includes 10 TI83PLUS Silver Edition Graphing Calculators, a teacher guide, 10 unit to unit cables, 40 batteries, 10 manuals, a poster and transparency))	TI83PLUSSILVERTP <b>NEW ITEM!</b>	\$1,700.00	33.13%	\$1,136.80
Hewlett Packard	Hewlett Packard HP39G Graphing Calculator with 256K, Statistics & e-lessons.	HP39G	\$111.95	44.73%	\$61.88
Sharp	Sharp EL9600C Graphing Calculator with Pen Touch Operation	EL9600C	\$119.99	48.43%	\$61.88
	<b>Accessories</b>				
Casio	Casio Overhead Calculator and LCD Panel for the FX7400GPLUS	RM7000	\$499.99	41.36%	\$293.20
Casio	Casio Overhead Calculator and LCD Panel for the CFX9850GPLUS	RM9000	\$499.99	41.36%	\$293.20
Casio	Casio EA100 Data Analysis System	EA100	\$250.00	37.45%	\$156.37
Casio	Casio Program Link compatible with FX7400GPLUS, CFX9850GPLUS, & FX2.0.	FA123	\$69.95	29.86%	\$49.06
Casio	Casio TV Interface for CFX9850GPLUS	TVINTERFACE	\$600.00	28.82%	\$427.06
Texas Instruments	TI82 Viewscreen Package includes Canvas Carrying bag, ViewScreen panel, AC adapter, Guidebook, ViewScreen calculator, unit-to-unit link, calculator poster, and transparency. (Overhead projector not included but required)	TI82VSI	\$400.00	33.76%	\$264.95
Texas Instruments	TI82 Viewscreen Calculator Only	TI82VSC	\$150.00	35.77%	\$96.34
Texas Instruments	TI83 Viewscreen Package includes Canvas Carrying bag, ViewScreen panel, AC adapter, Guidebook, ViewScreen calculator, unit-to-unit link, calculator poster, and transparency. (overhead projector not included but required)	TI83OHD	\$400.00	33.76%	\$264.95
Texas Instruments	TI83 Viewscreen Calculator Only	TI83VSC	\$150.00	35.77%	\$96.34

Department of Information Resources  
Graphing Calculator Products and Accessories  
Invitation to Negotiate DIR-TMP-02-011

DIR Contract No. DIR-VPC-02-013

Manufacturer	Product Description	Model	MSRP	Standard Discount %	DIR PRICE
Texas Instruments	TI83PLUS Viewscreen Package includes Canvas Carrying bag, ViewScreen panel, AC adapter, Guidebook, ViewScreen calculator, unit-to-unit link, calculator poster, and transparency. (Overhead projector not included but required) While supplies last only!!! Will be replaced by the TI83PLUSLVRVSI which is \$293.85	TI83PLUSVSI*	\$400.00	33.76%	\$264.95
Texas Instruments	TI83PLUS Silver Edition Viewscreen Package includes Canvas Carrying bag, ViewScreen panel, AC adapter, Guidebook, ViewScreen calculator, unit-to-unit link, calculator poster, and transparency. (Overhead projector not included but required)	TI83PLUSLVRVSI	\$425.00	30.86%	\$293.85
Texas Instruments	TI83PLUS Silver Edition Viewscreen Calculator Only	TI83PLUSLVRVSC	\$170.00	26.33%	\$125.24
Hewlett Packard	Hewlett Packard HPF1212A Overhead LCD Panel for HP38G, 48GX & 49G. Does not work with 48G.	HPF1212A	\$349.95	39.10%	\$213.12
Sharp	Sharp Overhead for EL9600C	EL96T	\$799.00	47.75%	\$417.45
Texas Instruments	TI-GRAPHLINK6 Gray TI-GRAPH LINK cable and adapters for Macintosh and personal computers. CD ROM including: TI-GRAPH LINK software and Guidebooks for all compatible models. Compatible TI graphing calculators: TI-73, TI-82, TI-83, TI-83 Plus, TI-85, TI-86, TI-89, TI-92, or TI-92 Plus. Your link to upgrading Flash-based TI graphing calculators. Install calculator software and data downloaded from the web. Allows you to create or edit programs on screen with easy access to all calculator functions.	TI-GRAPHLINK6	\$70.00	44.96%	\$38.53

Department of Information Resources  
Graphing Calculator Products and Accessories  
Invitation to Negotiate DIR-TMP-02-011

DIR Contract No. DIR-VPC-02-013

Manufacturer	Product Description	Model	MSRP	Standard Discount %	DIR PRICE
Texas Instruments	TI-Graphlink for Windows Black TI-GRAPH LINK cable that plugs into unit-to-unit link cable with compatible TI graphing calculators. Unit-to-unit cable. CD ROM including: TI-GRAPH LINK software and Guidebooks for all compatible models. Compatible TI graphing calculators: TI-73, TI-82, TI-83, TI-83 Plus, TI-85, TI-86, TI-89, TI-92, or TI-92 Plus. Your link to upgrading Flash-based TI graphing calculators. Install calculator software and data downloaded from the web.	TI-GLINKWINDOWS	\$20.00	41.95%	\$11.61
Texas Instruments	TI-Graphlink for USB Allows easy connections between TI graphing calculators and Macintosh® computers with USB ports. TI-GRAPH LINK cable. TI-GRAPH LINK software (CD-ROM) Guidebooks for all compatible models. Compatible TI graphing calculators: TI-73, TI-82, TI-83, TI-83 Plus, TI-85, TI-86, TI-89, TI-92, or TI-92 Plus. Your link to upgrading Flash-based TI graphing calculators. Install calculator software and data downloaded from the web.	TI-GRAPHLINKUSB	\$70.00	44.96%	\$38.53
Texas Instruments	TI Interactive Integrated Learning Software for Math and Science Teacher's Edition	TI-INTERATEACH	\$64.95	6.90%	\$60.47
Texas Instruments	TI Interactive Integrated Learning Software for Math and Science 10 User Site License	TI-INTERA10	\$299.95	6.90%	\$279.26
Texas Instruments	TI Interactive Integrated Learning Software for Math and Science 30 User Site License	TI-INTERA30	\$700.00	7.67%	\$646.32
Texas Instruments	Topics in Algebra 1 for the TI83PLUS - Flash Application Site Licenses for the TI83PLUS	TI83PLUSALGI	\$299.95	6.90%	\$279.26
Texas Instruments	Transformation Graphing for the TI83PLUS - Flash Application Site License for the TI83PLUS	TI83PLUSINTERAC	\$299.95	6.90%	\$279.26
Texas Instruments	Inequality Graphing for the TI83PLUS - Flash Application Site License for the TI83PLUS	TI83PLUSINEQUAL	\$299.95	6.90%	\$279.26
Texas Instruments	Periodic Table for the TI83PLUS - Flash Application Site License for the TI83PLUS	TI83PLUSPTABLE	\$299.95	6.90%	\$279.26

Department of Information Resources  
Graphing Calculator Products and Accessories  
Invitation to Negotiate DIR-TMP-02-011

DIR Contract No. DIR-VP-C-02-013

Manufacturer	Product Description	Model	MSRP	Standard Discount %	DIR PRICE
Texas Instruments	TI Presenter Use a ViewScreen™ calculator and the TI-Presenter video interface connected directly with the video input of any conventional TV, VCR, or projector to create an engaging and interesting classroom	TI PRESENTER	\$385.00	32.43%	\$260.13
Texas Instruments	TI Calculator Based Ranger Data Collection Device. The easy, affordable way to connect math and science to the real world. Designed for teachers who want to start collecting and analyzing real world motion data - distance, velocity, and acceleration.	TCBR	\$130.00	37.75%	\$80.93
Texas Instruments	The CBL2 is the latest of TI's easy-to-use, affordable, and powerful data collection devices for the middle and high school science and mathematics classes. With a built-in multipurpose user program stored in the CBL 2 Flash memory, users can start collecting data with one or more probes right out of the box. Collection and analysis of data are fast, easy, accurate and understandable. Includes 3 probes: an improved stainless steel temperature probe, voltage probe, and light probe. Includes innovative cradle system and a six-inch link cable. Also includes a teacher Guide containing experiments for science and math, a TI resource CD, and 4 "AA" batteries.	TCBL2	\$240.00	39.78%	\$144.52
Texas Instruments	Graphing Calculator Activities for Enriching Middle School Math	GRAPH/ACT/MSM	\$22.50	8.31%	\$20.63
Texas Instruments	Activities for Middle Grades Science with CBL2 & TI73	TMIDGR CBL2WKBK	\$22.50	8.31%	\$20.63
Texas Instruments	Biology with the TI83PLUS	TI83PLUSBIOWKBK	\$22.50	8.31%	\$20.63
Texas Instruments	Statistics Handbook for the TI83	STATTI83	\$22.50	8.31%	\$20.63
Texas Instruments	Time, Value, Money: Applications for the TI83	TVMTI83	\$16.00	8.25%	\$14.68
Texas Instruments	Real World Math for the CBL Activities for TI83 and TI83PLUS	CBLWKBPUS	\$22.50	8.31%	\$20.63
Texas Instruments	Modeling Motion: High School Math Activities with CBR	HSMA THCBR	\$16.00	8.25%	\$14.68
Texas Instruments	Math & Science in Motion: CBR Activities for Middle School	MSMTHSCBR	\$16.00	8.25%	\$14.68
Texas Instruments	InterActive! Math for HS	INTERMATHHS	\$22.50	8.31%	\$20.63
Casio	Problem Solving w/CFX9850G/CFX9850GPLUS	CFX9850WKBK	\$10.95	19.27%	\$8.84
Brenden Kelly	Algebra with the TI83PLUS & TI83PLUS Silver Edition- New!!!	BK99722	\$16.95	8.32%	\$15.54



Department of Information Resources  
Graphing Calculator Products and Accessories  
Invitation to Negotiate DIR-TMP-02-011

DIR Contract No. DIR-VPC-02-013

Manufacturer	Product Description	Model	MSRP	Standard Discount %	DIR PRICE
Brenden Kelly	Functions with the TI83PLUS & TI83PLUS Silver Edition-New!!	BK99721	\$16.95	8.32%	\$15.54
Brenden Kelly	Statistics with the TI83PLUS & TI83PLUS Silver Edition-New!!	BK99720	\$16.95	8.32%	\$15.54
Texas Instruments	Activities for Algebra with the TI83PLUS - New!! Coming Soon!	TI83PLUSALG1WB	\$22.50	8.31%	\$20.63
Texas Instruments	Activities for Algebra 1 with the TI73- New! Coming Soon!	TI73ALG1WKBK	\$22.50	8.31%	\$20.63
Sony	4-pack of AA Batteries master carton contains 12 -4 packs (48 batteries)	AM3WMB4/BL	\$35.88	40.47%	\$21.36
Sony	4-pack of AAA Batteries master carton contains 12 -4 packs (48 batteries)	AM4B4/BL	\$35.88	40.47%	\$21.36
Duracell	4-pack of AA Batteries master carton contains 12 -4 packs (48 batteries)	MN1500B4	\$63.48	29.49%	\$44.76
Duracell	4-pack of AA Ultra Batteries master carton contains 12 -4 packs (48 batteries)	MX1500B4U	\$77.88	28.97%	\$55.32
Duracell	4-pack AAA Batteries master carton contains 12- 4 packs (48 batteries)	MN2400B4	\$63.48	29.49%	\$44.76
Duracell	4-pack AAA Ultra Batteries master carton contains 12- 4 packs (48 batteries)	MX2400B4U	\$77.88	28.97%	\$55.32
Rayovac	4-pack AA Rechargeable Batteries master carton contains 10- 4 packs (40 batteries)	RAYO715-4	\$89.90	39.71%	\$54.20
Rayovac	4-pack AAA Rechargeable Batteries master carton contains 10- 4 packs (40 batteries)	RAYO724-4	\$89.90	39.71%	\$54.20
Rayovac	Portable power station charges 4 AA or AAA batteries	RAYOPS1	\$19.99	47.17%	\$10.56
Rayovac	Portable power station charges 8 AA, AAA, C or D batteries	RAYOPS3	\$29.99	29.74%	\$21.07
*Product Discontinued by the manufacturer since the original proposal was submitted in Sept 2001.					

**AMENDMENT NUMBER 1 to  
CONTRACT DIR-VPC-02-013 between  
D&H Distributing Company and the State of Texas, acting by and through the Department  
of Information Resources**

This amendment is hereby affixed to and shall become a part of Contract Number DIR-VPC-02-013, effective February 4, 2002, ("Contract") between D&H Distributing Company ("Vendor") and the State of Texas, acting by and through the Department of Information Resources ("DIR"). This Amendment Number 1, as incorporated into the Contract, is subject to all terms, conditions, restrictions and limitations contained in the Contract not in conflict with this Amendment including the limitation of liability provision. The Contract is hereby modified as follows:

1. Section III is hereby amended as follows:

Term of this contract, is amended to extend the Contract for one 1-year term through February 4, 2005.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. This Amendment Number 1 is executed to be effective upon signature by both parties.

D&H Distributing Company

Keri Gallaway  
Authorized Signature

Kerri Gallaway  
Printed Name

Sales Supervisor (K-12)  
Title

11/06/03  
Date

State of Texas, acting by and through the  
Department of Information Resources

Patrick W. Hogan  
Patrick W. Hogan  
Director, Business Operations

11/3/03  
Date

Legal: sh  
11/3/03